

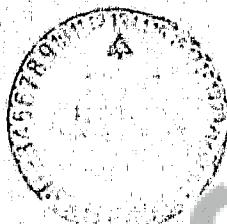
SK-18736  
3-10-1980

## DEED OF TRUST

THIS DEED OF TRUST is made this . . . 8th . . . day of December . . . 1977, among the Grantor . . . Harry and Emeline Elliott . . . (herein "Borrower"), . . . Sifeco Title Ins. Co. (Ska. Co. Title) . . . (herein "Trustee"), and the Beneficiary . . . White Salmon Office, Pioneer National Bank . . . a corporation organized and existing under the laws of . . . Washington . . . whose address is . . . 73 NE Estes Street, White Salmon, WA . . . (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania . . . State of Washington:

Northwest quarter of the northeast quarter of the southeast quarter of Section 9, Township 3 North, Range 10 East, W.M.



which shall be known as Star Route, Box 224  
Star Route, Box 224  
White Salmon, Washington  
98651 (Official Property Address)

Underwood  
(City)

I, the undersigned, with all the improvements now or hereafter erected on the property, and all easements, rights, assignments, rents, leases, however to the rights and authorities given herein to Lender to collect and apply such rents, royalties, mineral, oil and gas rights, and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacement and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust, and all of the foregoing, together with said property (or the household estate if this Deed of Trust is on a household) are herein referred to as the "Property".

To secure to Lender (a) the payment of the indebtedness evidenced by Borrower's note dated Dec. 8, 1977 (herein "Note") in the principal sum of \$7,000, two hundred dollars, with interest thereon, providing for monthly installments of principal and interest, and with the balance of the indebtedness, if not sooner paid, due and payable on December 13, 1984, . . . (b) the payment of all other sums, with interest thereon, advanced in accordance herewith in behalf of the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**WASHINGTON** - 1 to 4 Family - G-75 - FNMA/FHLMC UNIFORM INSTRUMENT

MU-1000-9-27-13-1994

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree,

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, premium and late charges as provided in the Note, and the principal of and interest on any Future Advances secure by this Document of Trust.

**2. and/or Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated by Lender and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in escrow by Lender for the payment of taxes and assessments, and the principal of and interest

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and computing said assessments and bills, unless Lender pays Borrower interest on the Funds, as and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds, all for the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the same amount as the principal sum of the note or notes as reasonably estimated initially and from

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay and to assess taxes, insurance premiums and ground rents at the due date, such excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents, then Lender may cause Borrower to pay to Lender any amount necessary to make up the deficiency within 30 days from the date when Lender causes Borrower to request payment thereof.

**Upon payment in full of all sums secured by the Deed of Trust, Lender shall release its interest in the Property held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise transferred to Lender, Lender shall apply, no later than immediately prior to the sale of the Property, its pro rata share of the amount due to Lender at the time of application as a credit against the sum so due.**

**3. Application of Payments.** Unless applicable law provides otherwise, all payments under paragraph 1 and 2 hereof shall be applied by Lender first to interest, then to principal and finally to Advances.

**4. Charges, Liens.** As owner of the Property which may affect a general manager provided under paragraph 2 hereof to the payee thereof. If Borrower shall fail to pay Borrower shall make payment to Borrower shall promptly discharge any amount required to discharge any such liens or such item in a manner acceptable to the legal process server who receives the notice of service of process.

**5. Hazard Insurance.** Businesses can lose by fire, hazards insured against in such amounts and for such coverage except that amounts are

The insurance carrier providing a discount shall be given a copy of the application and such approval shall not be given unless it is provided. All premium or discounts shall be provided under paragraph 2 hereof or shall paid by the insured to the insurance carrier as provided in the insurance carrier's policy.

An insurance policy, and renew, as required, such as the terms and conditions of the insurance policy, in form and in substance acceptable to Lender. A certificate of insurance shall be furnished to Lender by Borrower at the time of application for the insurance, and Borrower shall promptly furnish to Lender all relevant notices and information concerning the insurance held by Borrower. Lender may require Borrower to give prompt notice to the insurance agent and Lender. Lender may require Borrower to furnish to Lender a copy of the insurance policy.

Unless Lender and Borrower otherwise agree by written agreement, if the Property is repossessed, Lender shall have the right to retain as compensation for expenses and attorney's fees, the amount of the deficiency, if any, which may be imposed if the foreclosure procedure shall be applied as the same are set forth in the Deed of Trust, and the balance of the principal amount due and payable to the Borrower. If the Property is abandoned by the Borrower, Lender may give notice to make up to Lender or Borrower that the amount of the deficiency, if any, which may be imposed if the foreclosure procedure shall be applied as the same are set forth in the Deed of Trust.

unless Lender and Borrower otherwise agree in writing, shall be due on the due date of the monthly installments referred to above, and payment of such installments. Under paragraph 18 hereof, the Prospective Lender may, at his option, and in his discretion, require and demand that the Prospective Lender pay all amounts due and owing by Borrower to the Prospective Lender, including interest, fees, costs, expenses, and other amounts, as well as all amounts due and owing by Borrower to the Prospective Lender in the event of an early payment or prepayment of the Prospective Lender's participation.

**6. Preservation and Maintenance of Property; Leasability; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not do anything which would impair the value or use of the Property and shall comply with the provisions of any lease of this Deal of Trust or leasehold. If the Deal of Trust covers a condominium or a planned unit development, Borrower shall observe all of Borrower's obligations under the documents creating or governing the condominium or planned unit development, the bylaws and governing documents of the condominium or planned unit development, and covenants documents. If a condominium or planned unit development is executed by Borrower and executed together with this Deal of Trust, the covenants and agreements of such easement shall be incorporated into and shall be a supplement to the cover sheet and agreements of this Deal of Trust, and shall be a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained herein or in the Deed of Trust or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, court enforcement, or arranging or proceeding for bankruptcy or decedent upon Lender at Lender's option, upon notice to Borrower, may make such appearance, demands and take such action as is necessary to protect Lender's interest, including, but not limited to, attorney's fees, reasonable attorney's fees, and entry upon the Property to make repairs. If Lender requires mortgage insurance on the property, Borrower shall pay the premiums required to maintain such insurance in effect until 30 days after the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums to the manner provided under paragraph 2 hereof.

**Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest "adequate, but not usurious" rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or attorney's fees in connection with the collection of any amounts disbursed by Lender hereunder.**

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause, therefore, to inspect the same.



including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents, as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Future Advances.** Upon request of Borrower, Lender, at Lender's cost in prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said note are secured hereby.

**22. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**23. Substitute Trustee.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**24. Use of Property.** The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

STATE OF WASHINGTON,

Klickitat

On this 8th day of December  
for the State of Washington, doth, commence,

Harry and Ermeline Elliott  
in and where executed the foregoing instrument,  
said instrument as a Deed of Trust, for the sum of \$10,000.00, less and

WITNESS my hand and official seal affixed.

My Commission exp'd.

3/25/10

Hudson, Caw

White Salmon

REGISTRAR RECONVEYANCE

To execute

The Deed of Trust to be held in the County of Klickitat, State of Washington, with all covenants, conditions, warranties, and agreements contained therein, and all other terms and conditions of this Deed of Trust, which are set forth in the Deed of Trust.

Date

8542

STATE OF WASHINGTON  
COUNTY OF Klickitat

I HEREBY CERTIFY THAT THE ATTACHED

INSTRUMENT OR INSTRUMENTS FILED BY

RECORDED ON THE DATE

AT THE PLACE

WAS INDEXED IN SECTION

AT PAGE

RECORDING OFFICE OF Klickitat County, WA

COUNTY RECORDER

RECORDED AND INDEXED

REGISTERED
INDEXED
SEARCHED
COMPARED
MAILED